

A meeting of the Jasper County Plan Commission was held Monday, November 27, 2017 at 7:30 pm in the Commissioners' Room of the Jasper County Courthouse, Rensselaer, Indiana. Members present: Kent Korniak, Vince Urbano, Justin Rodibaugh, Jim Martin, Sandra Putt, Bryan Overstreet and Gerrit DeVries. Also present: Todd Sammons, Randle and Sammons, Mary Scheurich, Director of Planning and Development; Kelli Standish, Secretary. Absent were: Todd Peterson and Jim Walstra.

Meeting was called to order by Board President Sandra Putt. The first order of business was the call for approval of the July 2017 minutes.

Vince Urbano made the motion to approve the July 2017 minutes. Motion was seconded by Gerrit DeVries and carried unanimously.

Discussion of the December meeting date.

Sandra Putt stated that since Christmas falls on the 4th Monday of the month we need to change the December's meeting date. The Board of Zoning Appeals has set their meeting date for December 20th, 2017 which is a Wednesday; we can either meet that same night if everyone agrees or set our own meeting date. There could be a chance that there may not be an agenda.

Justin Rodibaugh stated that he will not be able to make the meeting if it is set for December 20th.

The board set the December meeting date for December 20th, 2017.

Amendment to the UDO

Cause#PC-9-17

RE: Wind Farm Overlay

Public hearing held pursuant to notice in the November 1, 2017 Rensselaer Republican, a daily newspaper of general circulation printed and published in Jasper County, Indiana; also pursuant to notice to adjacent landowners given by certified mail, return receipts requested. All as shown by the affidavit of Becky Coffey, Clerk of the Rensselaer Republican, and return receipts submitted by the applicant.

Mary Scheurich stated that we have had some interest from a Wind Energy Company for our County. We discovered that our UDO is out of date with the wind energy technology. Some of the items that should be updated are the height limitation, rotor diameter, set-backs and the noise levels. These are things that need to be discussed for Amendments. The board members received the proposed changes with their agenda's.

Bryan Overstreet stated that he would like to suggest an addition as well and that would be for Wildlife Agencies. The surrounding counties have this in their code book.

Mary Scheurich stated that she has been looking into what the surrounding

counties have compared to our county. She presented a chart that shows comparison's from our county verses the other counties.

Sandra Putt asked if anyone present had any opposition to the application. There were none.

Vince Urbano asked if we have had any comments on any of the surrounding counties that have had the wind towers in place for awhile whether it be good or bad about them? He has heard a few things about them but nothing concrete.

Mary Scheurich replied that anything that she has heard has been positive from local officials, but hasn't heard anything from local citizens.

Matt Boys was present and state that he was representing RES (Renewable Energy Systems) company. They are a privately owned business from Minneapolis that specializes in wind and solar construction development. They are interested in doing work in Jasper County. They have done around 100 wind farms all across the United States. They have been examining Jasper County for the compatibility of wind. Jasper County has been blessed with high consistent wind speeds. They have read through the changes that have been proposed to the board members and they are more of an update to the ordinance. The wind turbines have gotten bigger over the years; they produce more energy which means you can have fewer turbines in the area. The impacts are often less with the new turbines.

Justin Rodibaugh asked when it says "permitted in area's rezoned for wind overlay district" what does that mean?

Mary Scheurich replied that it means that they need to rezone with the overlay district the farm ground where they are planning on the turbines going.

Vince Urbano stated that they have dealt with companies coming in to do a project in the right-of-ways and during that time they have broke some tile but by the time the Surveyor's Office finds out about the broken tile the company has left the project. What kind of a time frame do we have on these companies if something like that happens?

Mary Scheurich replied that we address it but she does not see a time frame for the companies.

Matt Boys stated that they have that built into the lease that they will go and repair broken tiles. There is normally a 25 year lease with the landowner from start to finish of the project.

Matt Thornton stated that he is representing EDP Company from White County and any time they have to cross a county drain or tile they will need an easement to do so. They will typically structure a drainage easement crossing agreement with the local

county that shows exactly where they are crossing the county drain tile.

Kent Korniak asked what protects the county/tax payers when a company is sold to another company or they go out of business and the county finds out later that a tile has been broken. What happens if the new company says we did not agree on what the original lease says how are the landowners protected?

Matt Thorton replied that when his company did change names all the original contracts that had been signed for that wind project are still in place and regulate anything they do. They are set up as a LLC or individual companies so the county and landowners have an agreement with that project entity, that project entity can be sold to a different investors but all the obligations that entity has carries over with the new ownership.

Attorney Todd Sammons stated that typically when the leases/contracts are done there is language that indicates it is binding upon the successor and interest so if the company sells that language will be there.

Jim Martin stated that you had mentioned that the demolition is covered under the lease/contract but what about the concrete base, is that covered under the lease/contract as well?

Matt Boys replied that the removal of the concrete base is covered under the lease/contract to a certain amount of feet. They will basically put everything down to four feet and a typical foundation for the wind turbines are called spread foundations they are about 8-10ft. deep and it's basically a very large cement circle that is shallow. All the roads will be restored back to the way they were (maybe even better) before they started the project. Normally there is about 1-2 acres taken out of the farm per wind turbines.

Vince Urbano stated that he did not see any problems with the proposed changes to the amendment.

Bryan Overstreet made the motion to recommend approval of the propose changes that were presented by Mary Scheurich and himself for the wind farm overlay to the Board of County Commissioners. Motion was seconded by Jim Martin and carried unanimously.

Public Comments:

There were none.

Upon motion duly made and seconded, meeting was adjourned.

A TRUE RECORD;

Sandra Putt, President